

## MINUTES OF THE CITY COUNCIL

CITY OF AUSTIN, TEXAS

Regular Meeting

November 20, 1958

10:00 A.M.

Council Chamber, City Hall

The meeting was called to order with Mayor Miller presiding.

Roll call:

Present: Councilmen Long, Palmer, Pearson, White, Mayor Miller

Absent: None

Present also: W. T. Williams, Jr., City Manager; Doren R. Eskew, City Attorney; Reuben Rountree, Jr., Director of Public Works.

Invocation was delivered by REV. JOHN DESHNER, Shettles Methodist Church, 4001 Speedway.

Councilman White moved that the Minutes of the Meeting of November 13, 1958, be approved. The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller

Noes: None

MRS. HUGH MORRISON, President of the Jerry Joslin P.T.A., was spokesman for a group, in the southwestern part of the city asking that the city provide a swimming pool in their area, similar to the one at Northwest Park. They did not want a small wading pool, but a larger pool suitable for families, and they desired that it be a pay-pool. The Mayor reported that the big district pools were very expensive projects, and that one for this area was not in the 1959 budget; but that the Council would give this request its earnest consideration and try to get it started as soon as possible.

MR. ED CLARK, Attorney for the Southwestern Bell Telephone Company, and MR. TOM BROWN, Manager, appeared before the Council requesting a date for the first hearing on their application for a rate adjustment. The Mayor announced this hearing would be set on December 11th, 2:30 P.M.

MR. BURKE MATTHEWS appeared before the Council regarding the concession stand at Barton Springs, stating if he were not going to be associated with this he would like to know as soon as possible, as he had an opportunity to sell his

special equipment that he has there now. It was stated that there was interest in erecting a new concession stand there now, and several people had made inquiry, and the Council and Recreation Department would have to go into this proposition.

MR. MATTHEWS stated he had a drive-in "KING BEE" at 401 East 19th, and that the City owned 50 or 60' adjacent to this property. He wanted to lease the City property temporarily until the city needed it to extend Trinity Street through. He said he would spend several hundred dollars on approaches and fix the property up for parking spaces. There would be no signs erected that it was for his customers. The Mayor told Mr. Matthews the Council would have to look into this proposition and give him an answer on it later.

Councilman Palmer introduced the following ordinance and moved that it be published in accordance with Article 1, Section 6 of the Charter of the City of Austin:

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF AUSTIN AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY CONSISTING OF 57.84 ACRES OF LAND, SAME BEING OUT OF AND A PART OF THE GEORGE W. DAVIS SURVEY IN TRAVIS COUNTY, TEXAS, WHICH SAID ADDITIONAL TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF AUSTIN IN PARTICULARS STATED IN THE ORDINANCE.

The motion, seconded by Councilman White, carried by the following vote:  
Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

The ordinance was read the first time and Councilman Palmer moved that the ordinance be passed to its second reading. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

Councilman Palmer introduced the following ordinance and moved that it be published in accordance with Article 1, Section 6 of the Charter of the City of Austin:

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF AUSTIN AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY CONSISTING OF 6.94 ACRES OF LAND, SAME BEING OUT OF AND A PART OF THE HENRY WARNELL SURVEY, IN TRAVIS COUNTY, TEXAS, WHICH SAID ADDITIONAL TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF AUSTIN, IN PARTICULARS STATED IN THE ORDINANCE.

The motion, seconded by Councilman White, carried by the following vote:  
Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

The ordinance was read the first time and Councilman Palmer moved that the ordinance be passed to its second reading. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilman Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the City Council of the City of Austin hereby approves the property situated on the east side of Guadalupe Street as a private gasoline plant consisting of a 1,000 gallon tank and electric pump for the sole purpose of servicing their own motor equipment, and from which no gasoline is to be sold, which property is leased by Bray and Jordan Pharmacies, and is Lots 1, 2, and 3, Block 8, Hyde Park #2 Addition, Division "D", of the City of Austin, Travis County, Texas, and hereby authorizes the said Bray and Jordan Pharmacies to operate a private gasoline plant consisting of a 1,000 gallon tank and electric pump for the sole purpose of servicing their own motor equipment, and from which no gasoline is to be sold, subject to the same being operated in compliance with all the ordinances relating thereto, and further subject to the foregoing attached recommendations; and the Building Inspector is hereby authorized to issue an occupancy permit for the operation of this private gasoline plant after full compliance with all the provisions of this resolution, and said permission shall be held to be granted, and accepted subject to all necessary reasonable and proper, present and future regulations and ordinances of the City of Austin, Texas, in the enforcement of the proper police, traffic and fire regulations; and the right of revocation is retained if, after hearing, it is found by the City Council that the said Bray and Jordan Pharmacies has failed and refused, and will continue to fail and refuse to perform any such conditions, regulations, and ordinances.

(Recommendations attached)

"Austin, Texas  
November 19, 1958

"Mr. W. T. Williams, Jr.  
City Manager  
Austin, Texas

"Dear Sir:

"I, the undersigned, have considered the application of Bray & Jordan Pharmacies for permission to operate a private gasoline plant consisting of a 1,000 gallon underground tank and electric pump for the sole purpose of servicing their own motor equipment and from which no gasoline is to be sold, upon property located on the east side of Guadalupe Street, which property is designated as Lots 1, 2, and 3, Block 8, Hyde Park #2 Addition, Division "D", in the City of Austin, Travis County, Texas, and locally known as 4027-29-31 Guadalupe Street.

"This property is located in a "C" Commercial District and I recommend that

this permit be granted subject to the following conditions:

"(1) That the gasoline tanks and pumps shall be of an approved type and shall bear the label of the Underwriters Laboratories, Inc., and shall all tanks and pumps shall be installed in compliance with the Ordinance governing the storage and handling of gasoline.

"(2) That all tanks and pumps shall be located not nearer than 10 feet to the property line and so located that cars stopped for the purpose of unloading or receiving gasoline or other supplies shall not in any way obstruct the free passage of traffic on either the sidewalk, street, or alley.

"(3) That "NO SMOKING" signs shall at all times be prominently displayed and no person shall be permitted to smoke on the premises where gasoline is handled or stored.

"(4) That all fees shall be paid and a permit secured from the Building Inspector's Office before any installation work is started, and that no equipment shall be placed in operation until after final inspection and approval of same.

"Respectfully submitted,  
(Sgd) J. C. Eckert  
Chief Building Inspector"

The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller

Noes: None

Mayor Miller introduced the following ordinance:

AN ORDINANCE AMENDING THAT CERTAIN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, TEXAS, JULY 17, 1941, AND RECORDED IN ORDINANCE BOOK "L", PAGES 152-174, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, WHICH ORDINANCE WAS AMENDATORY OF THAT CERTAIN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN PASSED BY THE CITY COUNCIL APRIL 23, 1931, AND RECORDED IN BOOK "I", PAGES 301-318, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, THE AMENDATORY ORDINANCE WHEREBY ESTABLISHING THE BOUNDARIES FOR VARIOUS ORIGINAL USE DISTRICTS AND HEIGHT AND AREA DISTRICTS, IN AREAS ANNEXED TO THE CITY OF AUSTIN ON DECEMBER 19, 1957, AND TIMES SUBSEQUENT THERETO; ORDERING A CHANGE IN THE USE AND HEIGHT AND AREA MAPS SO AS TO RECORD SUCH DISTRICTS; AND SUSPENDING THE RULE REQUIRING THE READING OF ORDINANCES ON THREE SEPARATE DAYS.

The ordinance was read the first time and Councilman White moved that the rule be suspended and the ordinance passed to its second reading. The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller

Noes: None

The ordinance was read the second time and Councilman White moved that the rule be suspended and the ordinance passed to its third reading. The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

The ordinance was read the third time and Councilman White moved that the ordinance be finally passed. The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

The Mayor announced that the ordinance had been finally passed.

Mayor Miller introduced the following ordinance:

AN ORDINANCE AMENDING THAT CERTAIN ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF AUSTIN, TEXAS, JULY 17, 1941, AND RECORDED IN ORDINANCE BOOK "L", PAGES 152-174, INCLUSIVE OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, WHICH ORDINANCE WAS AMENDATORY OF THAT CERTAIN ORDINANCE ESTABLISHING ZONING REGULATIONS AND DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN PASSED BY THE CITY COUNCIL, APRIL 23, 1931, AND RECORDED IN BOOK "I", PAGES 301-318, INCLUSIVE, OF THE ORDINANCE RECORDS OF THE CITY OF AUSTIN, THE AMENDATORY ORDINANCE HEREBY CHANGING THE FOLLOWING: (1) AN INTERIOR TRACT OF LAND CONTAINING 1752 SQUARE FEET, LOCALLY KNOWN AS 5308 BURNET ROAD, FROM "C" COMMERCIAL DISTRICT TO "C-2" COMMERCIAL DISTRICT; (2) LOT 86, GLEN OAKS SUBDIVISION, FROM "A" RESIDENCE DISTRICT TO "B" RESIDENCE DISTRICT; (3) LOT 121, GLEN OAKS SUBDIVISION, FROM "A" RESIDENCE DISTRICT TO "B" RESIDENCE DISTRICT; (4) LOTS 3, 4 AND 5, BLOCK 1, CROW'S SUBDIVISION, FROM "A" RESIDENCE DISTRICT TO "LR" LOCAL RETAIL DISTRICT; (5) THE WEST 50 FEET OF LOT 6, BLOCK 1, H. ULIT'S RESUBDIVISION, FROM "A" RESIDENCE DISTRICT TO "LR" LOCAL RETAIL DISTRICT; AND (6) A TRACT OF LAND FRONTING APPROXIMATELY 180 FEET ON THE NORTH RIGHT OF WAY LINE OF DELMAR AVENUE AND 150 FEET ON THE WEST RIGHT OF WAY LINE OF THE INTERREGIONAL HIGHWAY, LOCALLY KNOWN AS 706-714 DELMAR AVENUE AND 7500-7504 INTERREGIONAL HIGHWAY, FROM "A" RESIDENCE DISTRICT AND FIRST HEIGHT AND AREA DISTRICT TO "C" COMMERCIAL DISTRICT AND SIXTH HEIGHT AND AREA DISTRICT; ALL OF SAID PROPERTY BEING LOCATED IN AUSTIN, TRAVIS COUNTY, TEXAS; ORDERING A CHANGE IN THE USE AND HEIGHT AND AREA MAPS SO AS TO RECORD THE CHANGES HEREBY ORDERED; AND SUSPENDING THE RULE REQUIRING THE READING OF ORDINANCES ON THREE SEPARATE DAYS.

The ordinance was read the first time and Councilman White moved that the rule be suspended and the ordinance passed to its second reading. The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

The ordinance was read the second time and Councilman White moved that the rule be suspended and the ordinance passed to its third reading. The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

The ordinance was read the third time and Councilman White moved that the ordinance be finally passed. The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

The Mayor announced that the ordinance had been finally passed.

Mayor Miller introduced the following ordinance:

AN ORDINANCE DECLARING THE NECESSITY FOR AND ORDERING THE PAVING AND IMPROVEMENT OF PORTIONS OF CERTAIN STREETS IN THE CITY OF AUSTIN, APPROVING PLANS AND SPECIFICATIONS FOR SUCH WORK, AUTHORIZING THE CITY MANAGER TO ADVERTISE FOR BIDS, DIRECTING THE PREPARATION OF ESTIMATES, INVOKING THE ALTERNATE PROCEDURE PROVIDED BY ARTICLE 1, SECTION 5 OF THE CHARTER OF THE CITY OF AUSTIN AND CHAPTER 106 OF THE ACTS OF THE FIRST CALLED SESSION OF THE 40TH LEGISLATURE OF TEXAS, DETERMINING THAT THE COST OF SUCH IMPROVEMENTS SHALL BE PAID BY THE CITY OF AUSTIN, PROVIDING A METHOD OF REIMBURSING THE CITY OF AUSTIN FOR A PORTION OF SUCH COSTS BY ASSESSMENT OF A PORTION OF SUCH COSTS AGAINST THE PROPERTY ABUTTING SUCH STREETS OR PORTIONS THEREOF TO BE IMPROVED, AND FOR THE FIXING OF A LIEN TO SECURE PAYMENT OF SUCH ASSESSMENTS, STATING THE TIME AND MANNER PROPOSED FOR PAYMENT OF ALL SUCH COSTS, DIRECTING THE CITY CLERK TO CAUSE A NOTICE OF THE ENACTMENT OF THIS ORDINANCE TO BE FILED IN THE MORTGAGE OR DEED OF TRUST RECORDS OF TRAVIS COUNTY, TEXAS, AND DECLARING AN EMERGENCY.

The ordinance was read the first time and Councilman Long moved that the rule be suspended and the ordinance passed to its second reading. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

The ordinance was read the second time and Councilman Long moved that the rule be suspended and the ordinance passed to its third reading. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

The ordinance was read the third time and Councilman Long moved that the ordinance be finally passed. The motion, seconded by Councilman White, carried by the following vote:

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

The Mayor announced that the ordinance had been finally passed.

The Director of Public Works gave a brief report on what was planned for paving and constructing sidewalks around the Auditorium.

The City Manager submitted the following:

"November 14, 1958

"Bids were received and opened at 2:00 P.M. November 13, 1958 for two Sluice Gates for the Holly Street Power Plant. The results are tabulated below:

|               | <u>Rodney Hunt<br/>Machine Co.</u> | <u>Chapman<br/>Valve Co.</u> | <u>Armco</u>                            |
|---------------|------------------------------------|------------------------------|---|
| Base Bid      | \$8516.00                          | \$13,278.00                  | \$10,350.00                             |
| Cash Discount | <u>Net</u>                         | <u>Net</u>                   | <u><math>\frac{1}{2}\%</math> 51.75</u> |
| Net Bid       | \$8516.00                          | \$13,278.00                  | \$10,298.25                             |
| Escalation    | Firm                               | Firm                         | Firm                                    |

"I recommend that the contract be awarded to the low bidder, Rodney Hunt Machine Company, for the sum of \$8516.00.

"D. C. Kinney, Director Electric  
Utility

"APPROVED:  
W. T. Williams, Jr., City Manager"

Councilman White offered the following resolution and moved its adoption:  
(RESOLUTION)

WHEREAS, bids were received by the City of Austin on November 13, 1958, for the purchase of two sluice gates for the Holly Street Power Plant; and,

WHEREAS, the bid of Rodney Hunt Machine Company in the sum of \$8,516.00

was the lowest and best bid therefor, and the acceptance of such bid has been recommended by the Director of Electric Utility of the City of Austin, and by the City Manager; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the bid of Rodney Hunt Machine Company in the sum of \$8,516.00 be and the same is hereby accepted, and W. T. Williams, Jr., City Manager of the City of Austin is hereby authorized and directed to execute a contract on behalf of the City of Austin with Rodney Hunt Machine Company.

The motion, seconded by Councilman Pearson, carried by the following vote:  
Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

The City Manager submitted the following:

"November 19, 1958

"Bids for Miscellaneous Pumps, Contract No. 65, were received and opened at 10 A.M. November 4, 1958. A tabulation of the proposals is attached:

"We concur with the recommendations of Mr. D. N. Higgins, Chief Power Engineer of Brown & Root, Inc., our Consulting Engineers, on the Holly Street Power Station, that a contract be awarded to the low bidders for the items as indicated below:

| <u>ITEM</u>   | <u>VENDOR</u>             | <u>PRICE</u> |
|---|---------------------------|--------------|
| 1. Three (3) Chemical Feed Pumps, Items CFP11, CFP12, CFP13 | Hills-McCanna Co.         | \$ 2,643.00  |
| TOTAL AWARD TO HILLS-McCANNAN CO.                           |                           | \$ 2,643.00  |
| 2. Two (2) Vacuum Pumps Items CCP11, CCP12                  | A. M. Lockett & Co.Ltd.   | \$ 1,643.00  |
| 3. Two (2) Condensate Drain Tanks Pumps Items CTP11, CTP12  | A. M. Lockett & Co.Ltd.   | \$ 1,024.00  |
| 4. Two (2) Fuel Oil Service Pumps Items FSP11, FSP12        | A. M. Lockett & Co.,Ltd.  | \$ 6,268.00  |
| 6. One (1) Lube Oil Transfer Pump, Item LTP11               | A. M. Lockett & Co.,Ltd.  | \$ 382.00    |
| 7. Two (2) Plant Cooling Water Pumps, Items PCP11, PCP12    | A. M. Lockett & Co., Ltd. | \$ 3,134.00  |
| 9. Three (3) Sump Pumps Items SMP11, SMP12, SMP13           | A. M. Lockett & Co., Ltd. | \$ 1,794.00  |



|   |                         |                    |
|---|-------------------------|--------------------|
| 10. Two (2) Sump Pumps, Items<br>SMP14,, SMP15  | A.M. Lockett & Co.,Ltd. | \$ 586.00          |
| 11. One (1) Boiler Fill Pump,<br>Item FLP11   | A.M. Lockett & Co.,Ltd. | <u>\$ 1,729.00</u> |
| TOTAL AWARD TO A. M. LOCKETT & CO., LTD.  |                         | \$16,560.00        |
| 5. One (1) Fuel Oil Un-<br>loading Pump, Item FUP11   | DeLaval                 | \$ 1,990.00        |
| 8. Two (2) Screen Wash Pumps<br>(includes additional pump<br>as herein recommended) Items<br>SWP11, SWP12 | DeLaval                 | <u>\$ 2,924.00</u> |
| TOTAL AWARD TO DE LAVAL   |                         | \$ 4,914.00        |

"FROM D. C. Kinney, Director  
Electric Utility

"APPROVED:

W. T. Williams, Jr., City Manager

SIGNED D.C.K. "

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, bids were received by the City of Austin on November 4, 1958, for the furnishing of miscellaneous pumps to be installed in the Holly Street Power Station; and,

WHEREAS, the bid of Hills-McCanna Co. in the sum of \$2,643.00 for three Chemical Feed Pumps was the lowest and best bid therefor; and,

WHEREAS, the bids of A. M. Lockett & Co. Ltd. in the sum of \$1,643.00 for two vacuum pumps, in the sum of \$1,024.00 for two condensate drain tanks, in the sum of \$6,268.00 for two fuel oil service pumps, in the sum of \$382.00 for one lube oil transfer pump, in the sum of \$3,134.00 for two plant cooling water pumps, in the sum of \$1,794.00 for three sump pumps, in the sum of \$586.00 for two sump pumps and in the sum of \$1,729.00 for one boiler fill pump, totalling \$16,560.00, were the lowest and best bids therefor; and,

WHEREAS, the acceptance of such bids has been recommended by the Consulting Engineers, Brown and Root, Inc., and by the Director of Electric Utility of the City of Austin and by the City Manager; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the bid of Hills-McCanna Co. in the sum of \$2,643.00 and the bids of A. M. Lockett & Co. Ltd. totalling the sum of \$16,560.00 be and the same are hereby accepted, and W. T. Williams, Jr., City Manager of the City of Austin is hereby authorized and directed to execute contracts on behalf of the City of Austin with Hills-McCanna Co. and A. M. Lockett & Co. Ltd.

The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

The City Manager submitted the following:

"Sealed bids opened 2:00 P.M. November 17,  
1958 Tabulated by: O.G. Brush, Purchasing  
Agent

BIDS FOR GRAVIMETRIC LINE FEEDER & SLAKER BID #7563-40017  
FILTER PLANT #1

|  | INFILCO INC.     | WALLACE &<br>TIERNAN |
|--|------------------|----------------------|
| Gravimetric Line Feeder and<br>Lime Slaker | 1 ea. \$8,221.00 | \$8,695.00           |

NOTE: Only two suppliers able to quote on this type equipment.

RECOMMENDATION: It is recommended that the bid of Infilco, Inc. be  
accepted as the low and best bid.

"W. T. Williams, City Manager"

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, bids were received by the City of Austin on November 17, 1958,  
for the furnishing of a gravimetric line feeder and lime slaker; and,

WHEREAS, the bid of Infilco, Inc. in the sum of \$8,221.00 was the lowest  
and best bid therefor, and the acceptance of such bid has been recommended by  
the Purchasing Agent of the City of Austin and by the City Manager; Now,  
Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the bid of Infilco, Inc. in the sum of \$8,221.00 be and the same is  
hereby accepted, and W. T. Williams, Jr., City Manager of the City of Austin is  
hereby authorized and directed to execute a contract on behalf of the City of  
Austin with Infilco, Inc.

The motion, seconded by Councilman Pearson, carried by the following vote:  
Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

The City Manager submitted the following:

"November 19, 1958

"W. T. Williams, Jr.  
City Manager  
Austin, Texas

"Dear Mr. Williams:

"Bids were received until 2:00 P.M., Tuesday, November 18, 1958 at the office of the Director of Water and Sewer for the Bull Creek Road and Balcones Trail Water and Sanitary Sewer Main, then publicly opened and read in the Second Floor Conference Room, Municipal Building, Austin, Texas.

"The following is a tabulation of bids received:

| <u>"FIRM</u>                 | <u>AMOUNT</u> | <u>WORKING DAYS</u> |
|------------------------------|---------------|---------------------|
| Wagner-Wehmeyer, Inc.        | \$11,494.75   | 50                  |
| Walter W. Schmidt            | \$11,595.45   | 65                  |
| Austin Engineering Co.       | \$12,310.70   | 60                  |
| J. R. Barnes Engineering Co. | \$16,307.60   | 45                  |
| Dexter L. Simons             | \$16,480.20   | 75                  |
| Bland Construction Co.       | \$17,701.70   | 60                  |

"It is recommended that the contract be awarded to Wagner-Wehmeyer, Inc. on their low bid of \$11,494.75, with 50 working days.

"Victor R. Schmidt, Superintendent  
Water Distribution  
S. A. Garza, Superintendent  
Sanitary Sewer Division  
Albert R. Davis, Director  
Water and Sewer Department

"Approved:  
W. T. Williams, Jr.  
City Manager"

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, bids were received by the City of Austin on November 18, 1958, for the installation of the Bull Creek Road and Balcones Trail Water and Sanitary Sewer Main; and,

WHEREAS, the bid of Wagner-Wehmeyer, Inc. in the sum of \$11,494.75 was the lowest and best bid therefor, and the acceptance of such bid has been recommended by the Director of the Water and Sewer Department of the City of Austin and by the City Manager; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the bid of Wagner-Wehmeyer, Inc. in the sum of \$11,494.75 be and the same is hereby accepted, and W. T. Williams, Jr., City Manager of the City of Austin is hereby authorized and directed to execute a contract on behalf of the City of Austin with Wagner-Wehmeyer, Inc.

The motion, seconded by Councilman Pearson, carried by the following vote  
Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

The City Manager submitted the following:

"November 19, 1958

"W. T. Williams, Jr.  
City Manager  
Austin, Texas

"Dear Mr. Williams:

"Bids were received until 2:00 P.M., Tuesday, November 18, 1958 at the office of the Director of Water and Sanitary Sewer for the Greenlawn Parkway Water Main, Burnet Road to I. & G.N. Railroad, then publicly opened and read in the Second Floor Conference Room, Municipal Building, Austin, Texas.

"The following is a tabulation of bids received:

| <u>"FIRM</u>           | <u>AMOUNT</u> | <u>WORKING DAYS</u> |
|------------------------|---------------|---------------------|
| Wagner-Wehmeyer, Inc.  | \$61,694.72   | 45                  |
| Austin Engineering Co. | \$73,732.30   | 90                  |
| Bland Construction Co. | \$74,749.40   | 90                  |
| Glade Construction     | \$91,821.50   | 75                  |
| Tom Fairey             | \$107,109.50  | 90                  |

"It is recommended that the contract be awarded to Wagner-Wehmeyer, Inc. on their low bid of \$61,694.72 with 45 working days.

"Victor R. Schmidt, Superintendent  
Water Distribution  
Albert R. Davis, Director  
Water and Sewer Department

Approved: W. T. Williams, Jr.  
City Manager"

Councilman White offered the following resolution and moved its adoption:

(RESOLUTION)

WHEREAS, bids were received by the City of Austin on November 18, 1958, for the installation of the Greenlawn Parkway Water Main, Burnet Road to I.&G.N. Railroad; and,

WHEREAS, the bid of Wagner-Wehmeyer, Inc. in the sum of \$61,694.72 was the lowest and best bid therefor, and the acceptance of such bid has been recommended by the Director of the Water and Sewer Department of the City of Austin and by the City Manager; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the bid of Wagner-Wehmeyer, Inc. in the sum of \$61,694.72 be and the same is hereby accepted and W. T. Williams, Jr., City Manager of the City of Austin is hereby authorized and directed to execute a contract on behalf of the City of Austin with Wagner-Wehmeyer, Inc.

The motion, seconded by Councilman Pearson, carried by the following vote  
Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
Noes: None

MR. MIKE WALDEN came before the Council to offer a proposition for the concession stands at all of the paying pools, Northwest, Barton Springs, East Austin, and Deep Eddy. Mr. Walden said he had a rough sketch of a building he would like to erect at Barton Springs. The Mayor told him to get with Mr. Sheffield and go over the propositions with him and get everything ready to submit.

The City Manager submitted the request of MR. JOHN AYCOCK, City National Bank, for extension of parking meter time in front of his bank, should all of the banks decide to stay open on Friday afternoons. It would mean the extension of time of covered meters would be from 2:00 P.M. to 6:00 P.M. on Fridays. The City Manager stated this would be extended to cover the additional banking hours for all of the banks.

The Council discussed again the possibility of paying interest to the people who had paid their money in and had to wait for the paving. The Mayor asked if something could not be worked out with the banks to give commitments that the money would be ready at a certain time; that where the people would put up a letter of credit and get the banks or loan companies to endorse them. The City Manager stated that letters of credit had been accepted. The Director of Public Works gave a report on the policy now followed, and what the plans were now: that the lists of streets would not be brought to the Council until after the utilities had been cleared; and then when the Council assessed the paving, within 90 days the work would be started.

The Mayor inquired about the work on Lamar Boulevard. The Director of Public Works said the utilities would be cleared by December 15th, and he gave a report of the plans for the work.

Reappraisal of the LUMBERMAN'S ASSOCIATION property (2500 Block of Longview) by the Tax Department was made and reported to the City Council by the City Manager with the Department's recommendation to the Council that the full value of the property be reduced from \$40,717.00 to \$35,245.00; that the assessed value would thereby be reduced from \$30,540.00 to \$26,430.00. After discussion, Councilman Long moved that if such valuations are acceptable both to the tax payers and to the Tax Department, that the Council approve the recommendation. The motion, seconded by Councilman Pearson, carried by the following vote:

Ayes: Councilmen Long, Pearson, White, Mayor Miller  
Noes: None  
Present but not voting: Councilman Palmer

The Council recessed until 2:00 P.M.

RECESSED MEETING

2:00 P.M.

At 2:00 P.M. the Council resumed its business.

Councilman Long offered the following resolution and moved its adoption:

(RESOLUTION)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the City Manager, W. T. Williams, Jr., be and he is hereby authorized to execute on behalf of the City of Austin the attached contract between said City and Mid-Tex Gas Company and Capital Gas Pipe Line Company, two Texas corporations, as the act of the City of Austin.

(Contract attached)

THE STATE OF TEXAS }  
COUNTY OF TRAVIS }

In consideration of the mutual covenants and obligations herein contained, this agreement is made between the City of Austin, a municipal corporation situated in Travis County, Texas, hereinafter called "City", and Mid-Tex Gas Company and Capital Gas Pipe Line Company, two Texas corporations, hereinafter called "Sellers", to-wit:

1. Seller agree to sell and deliver to City, exclusively from gas reserves in the State of Texas and not commingled with gas other than that which is produced in Texas, at its Electric Generating Plants owned by it in Austin, Travis County, Texas, and City agrees to purchase and receive from Sellers, the entire natural gas requirements for all said electric generating plants owned by City, from the time deliveries of gas hereunder are first accepted by City until the expiration of twenty-three (23) years after said first delivery.

2. Sellers represent that they now own or have exclusive rights to control and sell natural gas out of known reserves of at least one hundred seventy-five billion cubic feet and a flow sufficient to meet City's daily needs through the year 1969, under applicable regulation and that all such reserves now owned and to be acquired will be committed exclusively to City's requirements until released by City in case sales of gas to other customers are desired to be made, and Sellers agree that City shall not be obligated to execute any such release until it has been clearly demonstrated by competent geological and engineering evidence that the reserves then owned and controlled by Sellers are adequate to provide a flow which will meet the daily requirements of the City under applicable regulation for a period of ten years next succeeding the first delivery to any such proposed customer, plus the requirements of any other customer then being served, plus the requirements of such proposed customer; it being agreed that until January 1, 1972 Sellers shall keep continuously maintained and dedicated to City's use, reserves sufficient to meet City's requirements for a full ten year period, and that subsequent to January 1, 1972 Sellers shall maintain reserves sufficient to meet City's requirements for the remaining period covered by this contract. Sellers also agree that in the event Sellers' reserves should for any reason become depleted to the extent that the City's annual requirements can not be met, and such reserves can not be restored by Sellers, that City shall have an option, to be exercised by it within ninety days after notice by City to Sellers, and subject to any existing lien securing any amount due on any obligations of Sellers, to either buy so much of the gas transmission system and other properties used and useful in the performance of this agreement as

City may require, for a price equal to the then fair market value of the property purchase less the outstanding indebtedness, and subject to any lien existing against the property securing any obligation of Sellers, or to rent or lease such part of said system or properties for a rental then equal to a fair return on the then fair market value of the properties rented or leased. The parties hereto expressly agree that this contract shall not be construed to be unenforceable in the event the parties should not be able to agree upon said value or values hereinabove stated, but it is the express intention of the parties that specific performance of the terms and conditions hereof may be required by either party, and that if the value or values provided herein are not agreed upon by the parties before the exercise of the options herein provided, said value or values shall be established by final judgment of a court of competent jurisdiction before the party having the right to do so shall exercise such option or options. The time within which such option shall be required to be exercised hereunder shall commence to run upon the effective date of such final judgment.

Sellers further agree that any of its properties used or useful in the performance of this contract shall be subject to a prior right in the City within ninety days after notice to it, to exercise an option to purchase, for the amount of the unpaid balance due upon the indebtedness, secured by any of said properties upon which foreclosure is sought under any mortgage, deed of trust, judgement of other means of effecting foreclosure, and to accomplish such purpose Sellers covenant that they will obtain the agreement of all parties whose debts may be secured by mortgage or other evidence of security on said properties that City shall be entitled to notice of the occurrence of any event which would result in foreclosure, and that City shall have an option, to be exercised by it within ninety days after such notice, to purchase the lending party's security and interest in said property for the amount of the unpaid balance due said lender after foreclosure.

3. Except where the context clearly indicates another or different meaning or intent, the following terms wherever used herein are intended to have, and shall be construed to have the following meanings:

(a.) "Day" shall mean a period of twenty-four (24) consecutive hours beginning at seven o'clock a.m., Central Standard Time.

(b.) "Month" shall mean a period beginning at seven o'clock a.m. on the first day of a calendar month and ending at seven o'clock a.m. on the first day of the next succeeding calendar month.

(c.) "Year" shall mean a period of twelve (12) consecutive months beginning on the day on which the delivery of gas to City is commenced hereunder or on any anniversary of such date.

(d.) "MCF" shall mean one thousand (1,000) cubic feet.

(e.) "Gas" shall mean natural gas, including both gas well and casinghead gas, and the residue therefrom, of merchantable quality as herein-after described.

4. For the purpose of this contract the unit of measurement of gas shall be one thousand cubic feet. One "cubic foot of gas" shall mean the

volume of gas contained in one cubic foot of space at a pressure base of fourteen and nine-tenths (14.9) pounds per square inch absolute, and at temperature base of sixty degrees Fahrenheit (60°F.) and specific gravity of sixty-hundredths (.60).

The temperature of the gas passing the meters shall be determined by the continuous use of a recording thermometer so installed that it may properly record the temperature of the gas flowing through the meters. The arithmetical average of the temperature recorded each day shall be used in computing gas volumes for that date.

Unless the parties hereto agree to the use of a spot test method, the specific gravity of the gas delivered hereunder shall be determined by the continuous use of an Acme recording gravitometer, or other standard gravitometer agreed upon by the parties hereto, so installed that it may properly record the specific gravity of the gas flowing through the meters. The arithmetical average of the specific gravity recorded each day shall be used in computing gas volumes for that date. If the parties hereto agree to the use of a spot test method, such spot test shall be made with an Edwards type of gas balance, or by such other method as shall be agreed upon between the parties. If the spot test method is used, the specific gravity of the gas delivered hereunder shall be determined once monthly or as much oftener as is found necessary in practice. The regular monthly test shall determine the specific gravity to be used in computation for the measurement of gas delivered, until the end of such month or until changed by special test; the special test to be applicable from the day made through the remaining days in such month.

5. Sellers agree that:

(a) The gas delivered hereunder shall have a total heating value of not less than one thousand (1,000) British thermal units per cubic foot. In the event that the total heating value of the gas tendered for delivery hereunder falls below one thousand (1,000) British thermal units per cubic foot, City shall have the option to refuse to accept said gas so long as said heating value remains below one thousand (1,000) British thermal units per cubic foot. In the event City accepts delivery of said gas when the heating value thereof is below one thousand (1,000) British thermal units per cubic foot, City may reduce the total amount payable as the purchase price for gas delivered under this contract for each month during which such deficiency obtains by an amount determined by multiplying such total amount by a fraction having as its numerator the average deficiency of British thermal units per cubic foot of the gas below one thousand (1,000) and as its denominator one thousand (1,000).

(b) The total heating value of the gas in British thermal units per cubic foot shall be determined by Sellers at intervals of not more than ninety (90) days by means of some approved method of general use in the gas industry. City shall have the right to determine, at such time or times as it may desire, the total heating value of the gas in British thermal units per cubic foot by means of some approved method of general use in the gas industry. Each party shall conduct at its expense the test or tests made by it. Each party shall give to the other notice of the time of all tests for determining the British thermal unit content of the gas to be conducted by such party reasonably in advance of making the test in order that the other party may conveniently have its representative present. Should there be any material variance between tests by City and by Sellers, a joint test will be run and will be controlling,



effective from the first day of the calendar month preceding such joint test. The British Thermal unit content per cubic foot shall be determined for a cubic foot of gas at a temperature of sixty degrees (60°) Fahrenheit when saturated with water vapor and at an absolute pressure equivalent to thirty inches (30") of mercury at thirty-two degrees (32°) Fahrenheit.

(c) The gas delivered hereunder shall be commercially free from hydrogen sulphide and shall not contain more than one (1) grain of hydrogen sulphide per hundred (100) cubic feet of gas as determined by quantitative test after the presence of hydrogen sulphide has been indicated by qualitative test, which shall consist of exposing a strip of white filter paper recently moistened with a solution of one hundred (100) grains of lead acetate in one hundred (100) cubic centimeters of water to be exposed to the gas for one and one-half (1-1/2) minutes in an apparatus previously purged, through which the gas is flowing at the rate of approximately five (5) cubic feet per hour, the gas from the jet not impinging upon the test paper, and which qualitative test shall be deemed to be satisfied, if, after this exposure, the test paper is found not distinctly darker than a second paper freshly moistened with a solution not exposed to the gas.

(d) The gas delivered hereunder shall not contain more than twenty (20) grains of total sulphur per one hundred (100) cubic feet of gas.

(e) The gas delivered hereunder shall not contain in excess of:  
(i) Three percent (3%) by volume of carbon dioxide;  
(ii) One per cent (1%) by volume of oxygen.

(f) The gas delivered hereunder shall be commercially free from dust, gums, gum forming constituents, or other liquid or solid matter.

6. The prices agreed to be paid and received hereunder per thousand cubic feet (MCF) of gas shall not exceed the following:

|   |          |
|---|----------|
| For the years (inclusive) 1959 through 1963 | - 16.50¢ |
| For the years (inclusive) 1964 through 1968 | - 18.00¢ |
| For the years (inclusive) 1969 through 1970 | - 19.00¢ |
| For the years (inclusive) 1971 through 1973 | - 20.00¢ |
| For the years (inclusive) 1974 through 1978 | - 21.50¢ |
| For the years (inclusive) 1979 through 1981 | - 20.00¢ |

7. Sellers shall render bills on or before the 10th day of each month for all gas delivered and gas service furnished during the preceding month. When information necessary for Sellers' billing purposes is in possession of City, City shall furnish such information to Sellers on or before the 5th day of each month. Both City and Seller shall have the right at any reasonable time to examine the books, records, and charts of the other to the extent necessary to verify the accuracy of any statement, chart, or computation made under the provisions hereof.

8. City shall pay Sellers on or before the 15th day of each month for the gas purchased by it during the preceding month and billed by Sellers in a statement for such month according to the measurement, computations, and prices provided herein. If Seller shall fail to submit a bill until after the 10th day of any month then the time for payment thereof shall be five days after receipt

of same by City. If City should fail to pay all of the amount of any Bill within thirty (30) days after payment is due because of good faith disagreement as to the amount due, but shall pay to Sellers the amount City concedes to be correct then Sellers shall not be entitled to suspend delivery of gas but shall be entitled to proceed against City in any court of competent jurisdiction to establish the amount actually due, including legal interest, reasonable attorneys fees, and court costs.

9. Immediately after satisfactory installation of any pipe line, pumping or other equipment by Sellers within the corporate limits of the City of Austin, the legal title to said equipment shall pass to and remain in the City of Austin but as between City and Sellers and Sellers shall be deemed to be in control and possession of the gas located in said facilities until it shall have been delivered to City at the point of delivery, after which time City shall be deemed to be in control and possession thereof.

10. City will purchase and fill its storage tanks at its power plants provided for such purpose with a full supply of fuel oil to be used by it in the event its supply of gas should be interrupted, and if at any time after execution of this contract, City's present supplier of gas should wrongfully discontinue serving City with gas, then Sellers will replenish the fuel oil consumed in the operation of such power plants, and after Sellers' gas pipelines have been disconnected with the City's power plants Sellers will continue to replenish City's oil reserves in City's storage containers for emergency use in the event Seller's gas supply to City's plants should be interrupted. If and when the total quantity of fuel oil consumed under either or both of the circumstances described in this paragraph 10 shall exceed the total capacity of its storage containers, City will pay Sellers the same price per thousand BTU's for fuel oil consumed under such circumstances which City would have paid Sellers for gas consumed under the schedule of prices provided in this contract.

11. Based upon actual past experience City now estimates that its electric generating plants will consume the following numbers of billions of cubic feet of natural gas in the years indicated:

|         |      |         |      |         |      |         |       |
|---------|------|---------|------|---------|------|---------|-------|
| 1959 -- | 7.6  | 1965 -- | 18.4 | 1971 -- | 42.5 | 1977 -- | 100.0 |
| 1960 -- | 8.8  | 1966 -- | 21.2 | 1972 -- | 48.9 | 1978 -- | 114.0 |
| 1961 -- | 10.5 | 1967 -- | 24.4 | 1973 -- | 56.4 | 1979 -- | 131.0 |
| 1962 -- | 12.1 | 1968 -- | 28.0 | 1974 -- | 64.8 | 1980 -- | 151.0 |
| 1963 -- | 13.9 | 1969 -- | 32.2 | 1975 -- | 74.5 | 1981 -- | 179.0 |
| 1964 -- | 16.0 | 1970 -- | 37.0 | 1976 -- | 85.7 |         |       |

At Sellers request, City will furnish to Sellers re-examinations of its estimates of its monthly and annual gas requirements.

12. Subject to the provisions of this contract City agrees to purchase or to pay for a minimum of 6,000, 100 MCF of gas during each year, it being expressly agreed that payment for said gas shall only be made from current funds received during any such year from sales of electricity and from funds not heretofore or hereafter pledged for the payment of outstanding City of Austin, Texas, Electric Light and Power, Waterworks and Sewer System Revenue Bonds.

13. Gas deliveries hereunder shall be delivered to City's electric generating plants under a pressure of 100 pounds Psig.

14. In the event City desires to buy gas for domestic distribution and consumption in Austin, Sellers agree to supply such gas, subject to the other provisions of this contract, for the following prices, to-wit:

The actual weighted average price per Mcf (expressed in cents per Mcf at 14.9 pounds P.S.I.A.) paid by Sellers for gas at the wellheads during the preceding calendar month, plus 5.25 cents per thousand cubic feet for transportation, plus 10% of the sum of the foregoing, plus taxes as herein defined. "Taxes" as used here means any tax (other than ad valorem and Federal income or excess profits taxes) or any franchise charge made by the City of Austin, license, fee or charge now or hereafter levied, assessed or made by any governmental authority on the gas or on the act, right, or privilege of production, severance, gathering, transportation, distribution, handling, sale, or delivery of gas which is determined by the volume, value, or sales price of the gas in question, but the term "tax" shall not be deemed to include any general franchise tax imposed on corporation on account of their corporate existence or on their right to do business within the State as a foreign corporation.

14a. In the event that either party hereto shall be prevented from or is unable to carry out its obligations under this agreement, wholly or in part, because of acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, inability of any party hereto to obtain necessary equipment, tools, or permits due to existing or future applicable laws or interruptions by government or court orders, present and future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, sabotage, breakage or accident to machinery or lines of pipe or freezing of wells or lines of pipe not within the control of such party and which by due diligence such party is unable to overcome, then and in such event such party's obligations under this agreement shall be suspended during the continuance of any inability to perform caused by such occurrence but for no longer period, and such cause for suspension shall be as far as possible remedied with all reasonable dispatch. During the period of suspension of either party's obligations under this agreement because of any occurrence described herein, the other party's obligations hereunder shall be suspended for a like period of time.

The party claiming a suspension of its obligations by reason of any occurrence herein described shall give notice to the other party hereto in writing or by telegraph after the occurrence of the cause relied on giving full particulars of such occurrence.

15. Sellers acknowledge that City's existing contract for gas now requires written notice of intention to terminate to be served at least thirty (30) days prior to the date selected by City for termination, and Sellers agree that City shall not take any action which could be construed as terminating City's present gas supply contract until after Sellers shall have completed their gas pipelines, have tested the same, and have a source of continuous supply in said line at the points of delivery to serve City's requirements. Sellers agree to notify City in writing when the conditions enumerated herein have been satisfied, and deliveries of gas hereunder shall commence to be made and accepted at 7:00 o'clock A.M., Central Standard Time on the day specified by City in a written notice to Sellers, said date of commencement to be not less than thirty and not more than thirty-five days after the satisfaction of said conditions and the giving of written notice to City thereof.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed in triplicate originals by their officers thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 1958.

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF AUSTIN

By \_\_\_\_\_

W. T. Williams, Jr.  
City Manager

ATTEST:

\_\_\_\_\_  
Secretary

MID-TEX GAS COMPANY

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

CAPITAL GAS PIPE LINE COMPANY

By \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared W. T. Williams, Jr., City Manager of the City of Austin, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the City of Austin for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office, on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Travis  
County, Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ of Mid-Tex Gas Company, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Travis  
County, Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ of Capital Gas Pipe Line Company, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_."

The motion, seconded by Councilman Pearson, carried by the following vote:  
 Ayes: Councilmen Long, Palmer, Pearson, White, Mayor Miller  
 Noes: None

The Council heard the following tax appeals:

MR. GEORGE S. NALLE - 1003 Rio Grande, Lots 1 & 2, Blk.129, Original City.

|       | Full Value by<br>Tax Department | Full Value<br>by Board | Value Rendered<br>by Owner | Assessed Value<br>Fixed by Board |
|-------|---------------------------------|------------------------|----------------------------|----------------------------------|
| Land  | \$21,153                        | \$21,153               | \$15,860                   | \$15,860                         |
| Imps. | 19,958                          | 19,958                 | 10,110                     | 14,970                           |
| Total | \$41,111                        | \$41,111               | \$25,970                   | \$30,830                         |

Mr. Nalle's protest was on the improvements only; not on the land. The house was constructed in 1872, and is now run down. Mr. Bellmont, member of the Board of Equalization, gave the Board's opinion that the house was 31% good. Mr. Marshall, Tax Assessor and Collector, reported on the Tax Department's assessment. The Council took no action, as it wanted to look at the property.

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MR. JAMES W. McCLENDON, by Mr. Jack Sparks - 903 and 1001 West 17th Street, 1.73 Acres, Outlot 11, Division E.

|       | Full Value by<br>Tax Department | Full Value<br>by Board | Value Rendered<br>by Owner | Assessed Value<br>Fixed by Board |
|-------|---------------------------------|------------------------|----------------------------|----------------------------------|
| Land  | \$29,563                        | \$26,921               | \$ 9,220                   | \$20,190                         |
| Imps. | 47,370                          | 47,370                 | 36,760                     | 35,530                           |
| Total | \$76,933                        | \$74,291               | \$45,980                   | \$55,720                         |

MR. FRANK KNIGHT and MR. JACK SPARKS represented Mr. McClendon, and protested the property's being assessed at the West 17th values instead of the San Gabriel frontage value, which was \$10.00 less, and which it was not their opinion that the San Gabriel property was less valuable. Discussion of the bluff on the property and the drainage and other problems was held. Mr.

Marshall stated a 50% discount had been allowed on the slope. The representatives stated they felt that the neighborhood had deteriorated; that the family had overbuilt the area, and that they did not believe the property had increased 33 1/3% between 1957 and 1958. The Council took no action on this appeal, as some of the members had not seen the property and wanted to go look at it.

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MR. WILLIAM NOLEN - 5803 Timber Trail, Lot 21, Highland Hills Sec.3 and  
DR. GAYLE EDWARDS - 5805 Timber Trail, Lot 22, Highland Hills Sec.3

5803 Timber Trail

|       | Full Value by<br>Tax Department | Full Value<br>by Board | Value Rendered<br>by Owner | Assessed Value<br>Fixed by Board |
|-------|---------------------------------|------------------------|----------------------------|----------------------------------|
| Land  | \$4,904                         | \$4,904                | Not Rendered               | \$ 3,680                         |
| Imps. | 23,730                          | 23,730                 |                            | 17,800                           |
| Total | \$28,634                        | \$28,634               |                            | \$21,480                         |

5805 Timber Trail

|       |          |          |              |          |
|-------|----------|----------|--------------|----------|
| Land  | \$ 4,920 | \$ 4,920 | Not Rendered | \$ 3,690 |
| Imps. | 20,682   | 20,682   |              | 15,510   |
| Total | \$25,602 | \$25,602 |              | \$19,200 |

MR. NOLEN stated he and Dr. Edwards were not protesting the value of the land, but their houses were in for approximately \$1600 more than they paid for them in April and in June of this year. Mr. Marshall stated the properties had been appraised as other similar properties, and gave the number of square feet in their houses and the amount per square foot, all of which did not include the total cost--garages, central heating and cooling systems, fire places, terraces, etc., for which they added \$5,000 approximately. He stated the appraisal had been made this year in March. Mr. Marshall said a study had been started in the classification of constructions. The Council wanted to go look at this property and the area.

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MR. H. M. WEBB & S. C. McINTOSH, property adjacent to the 3300 blk.  
of East 7th Street and Allen Street, (South 26.62' average,  
Lot 3, Block 3, Outlot 18, Division A, Eden Acres)

|       | Full Value by<br>Tax Department | Full Value<br>by Board | Value Rendered<br>by Owner | Assessed Value<br>Fixed by Board |
|-------|---------------------------------|------------------------|----------------------------|----------------------------------|
| Land  | \$3,838                         | \$3,838                | \$ 200                     | \$2,880                          |
| Imps. | -                               | -                      | -                          | -                                |
| Total | \$3,838                         | \$3,838                | \$ 200                     | \$2,880                          |

Mr. McIntosh stated the taxes had been raised from \$7.00 to \$62.70, or eight and a half times, and the value had been raised \$2500. The Mayor stated the City owned the strip facing on 7th Street, and the combination of the City property and this property would make his property worth more money. Mr. Marshall said there had been a low value on the property as it had been valued as facing Allen Street, which has a very low unit; and in view of the right-of-

way on 7th Street and the property having access to 7th Street, the value had been raised to \$3838. The Council wanted to make an inspection of this property. The Mayor told him he would like to get a legal answer regarding Mr. McIntosh's use of the city property.

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MR. M. E. McFARLAND - 42 Canadian Street, Lot 16, Block L, Outlot 61,  
Division O, Driving Park.

|       | Full Value by<br>Tax Department | Full Value<br>by Board | Value Rendered<br>by Owner | Assessed Value<br>Fixed by Board |
|-------|---------------------------------|------------------------|----------------------------|----------------------------------|
| Land  | \$ 536                          | \$ 536                 | \$ 400                     | \$ 400                           |
| Imps. | 2,346                           | 2,346                  | 600                        | 1,760                            |
| Total | \$2,882                         | \$2,882                | \$1,000                    | \$2,160                          |

Mr. McFarland believed his property had been damaged by the operations of a gravel company and by their trucks coming in front of his property causing a lot of dust. Mr. Marshall stated 20% discount had been allowed on the land and 20% credit on his building; and had conditions been different, the discount would not have been allowed. The Council wanted to make a personal inspection of this property.

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E. J. WALKER, 1710 Mariposa Drive, Lot 3, Blk. A, Mariposa Heights, Sec. 1  
1701 Mariposa Drive, Lot 9, Blk. B, Mariposa Heights, Sec. 1

|                            | Full Value by<br>Tax Department | Full Value<br>By Board | Value Rendered<br>by Owner | Assessed Value<br>Fixed by Board |
|----------------------------|---------------------------------|------------------------|----------------------------|----------------------------------|
| <u>1710 Mariposa Drive</u> |                                 |                        |                            |                                  |
| Land                       | \$ 4,165                        | \$ 4,165               | \$1,560                    | \$ 3,120                         |
| Imps.                      | 14,916                          | 14,916                 | -                          | 11,190                           |
| Total                      | \$19,081                        | \$19,081               | \$1,560                    | \$14,310                         |

|                            | Full Value by<br>Tax Department | Full Value<br>By Board | Value Rendered<br>by Owner | Assessed Value<br>Fixed by Board |
|----------------------------|---------------------------------|------------------------|----------------------------|----------------------------------|
| <u>1701 Mariposa Drive</u> |                                 |                        |                            |                                  |
| Land                       | \$ 3,267                        | \$ 2,777               | \$1,230                    | \$ 2,080                         |
| Imps.                      | -                               | -                      | -                          | -                                |
| Total                      | \$ 3,267                        | \$ 2,777               | \$1,230                    | \$ 2,080                         |

Mr. Walker stated he had completed this subdivision in 1956, and five house were built in 1957. His access to this subdivision was by Parker Lane, a gravel street. He compared his subdivision to the subdivisions, Woodland Hills, Elmhurst, and Sunnydale, which had better approaches, and which were assessed at a lower rate. After a lengthy discussion, the Council decided to go look at this property.

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DON W. ELLINGER - 4612 Caswell Avenue, Lots 1 & 2, Blk. 1, OL 16, Div. C,  
O. E. Hallen's Resub.

|       | Full Value by<br>Tax Department | Full Value<br>by Board | Value Rendered<br>by Owner | Assessed Value<br>Fixed by Board |
|-------|---------------------------------|------------------------|----------------------------|----------------------------------|
| Land  | \$ 3,496                        | \$ 3,496               | Not Rendered               | \$ 2,620                         |
| Imps. | 13,220                          | 10,715                 |                            | 8,040                            |
| Total | <u>\$16,716</u>                 | <u>\$14,211</u>        |                            | <u>\$10,660</u>                  |

Mr. Ellinger had to leave before his appeal came before the Council, and he asked that his letter received on November 17th, be read. The letter was read, and his request was that the Council allow the land to be assessed as it has been previously, using the Caswell frontage and rate, rather than the 47th Street frontage and rate.

The Mayor reviewed the different appeals.

There being no further business, the Council adjourned at 5:45 P. M., subject to the call of the Mayor.

APPROVED

Tom Miller  
Mayor

ATTEST:

Elsie Hooley  
City Clerk